

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:

CEC ENTERTAINMENT, INC., *et al.*,

Debtors.

Chapter 11

Case No. 20-33163 (MI)

Jointly Administered

Related to Docket Nos. 487 and 597

**JOINDER OF BRE SKYVIEW RETAIL OWNER LLC TO OPPOSITION
OF MGP IX PROPERTIES, LLC AND MGP XI CASCADE, LLC TO DEBTORS'
MOTION FOR ORDER AUTHORIZING DEBTORS TO ABATE RENT
PAYMENTS AT STORES AFFECTED BY GOVERNMENT REGULATIONS**

BRE Skyview Retail Owner LLC (“Landlord”), by and through its undersigned counsel, hereby joins in the arguments made in the *Opposition of MGP IX Properties, LLC and MGP XI Cascade, LLC to Debtors' Motion for Order Authorizing Debtors to Abate Rent Payments at Stores Affected by Government Regulations* (Docket No. 597) (the “Opposition”),¹ and in support thereof, respectfully states as follows:

1. On June 24, 2020 (“Petition Date”), the above-captioned debtors and debtors-in-possession (“Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (“Bankruptcy Code”).

2. Landlord is a party to an unexpired lease (“Lease”) of non-residential real property with the Debtors for premises located at Flushing Town Center, Flushing, New York (“Premises”). The Lease is a lease “of real property in a shopping center” for purposes of 11 U.S.C. § 365(b)(3).

3. On August 3, 2020, Debtors filed the *Motion for Order Authorizing Debtors to Abate Rent Payments at Stores Affected by Government Regulations* (Docket No. 487) (the

¹ All terms not otherwise defined herein shall have the meanings ascribed to them in the Opposition.

“Motion”). On August 17, 2020, MGP IX Properties, LLC and MGP XI Cascade, LLC (collectively, “MGP”) filed the Opposition.

4. Landlord hereby joins in, adopts and incorporates by reference, the points, authorities and arguments advanced in the Opposition for all of the reasons set forth therein, and respectfully joins in the request contained in the Opposition that the Motion be denied in its entirety. Landlord also hereby joins in the objections of other landlords of the Debtors to the extent they are not inconsistent with the Opposition.

5. In addition, in support of the assertions and arguments set forth by MGP in paragraphs 17 through 19 of the Opposition, Landlord represents that the force majeure clause in the Lease is very similar to the force majeure clauses in the MGP Leases, and is also unlike what the Debtors state in the Motion is the standard or typical force majeure clause. To the contrary, the force majeure clause in the Lease specifically provides that the clause shall not apply to the inability of the Debtors to pay any sum of money due under the Lease and that the Debtors must pay all sums due under the Lease when they are due, regardless of whether a force majeure event has occurred. *See* Lease, Section 24.

WHEREFORE, for all of the foregoing reasons, Landlord respectfully requests that the Court enter an order that denies the Motion in its entirety, and that grants such other and further relief as is just and proper.

Dated: August 20, 2020

CONNOLLY GALLAGHER LLP

/s/ Karen C. Bifferato

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 20th day of August, 2020, a copy of the foregoing was electronically filed and served via CM/ECF on all parties requesting electronic notification in this case, and also was served on the parties listed below by electronic mail.

Dated: August 20, 2020

/s/Karen C. Bifferato

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